

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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GILEAD SCIENCES, INC., <i>et al.</i> ,	:	
	:	
Plaintiffs,	:	Case No. 21-cv-4106-AMD-RER
	:	
v.	:	
	:	
SAFE CHAIN SOLUTIONS, LLC, <i>et al.</i> ,	:	
	:	
Defendants.	:	
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**CONSENT JUDGMENT AND PERMANENT INJUNCTION AS TO  
DHRUV RALHAN AND D&K HEALTHCARE SOLUTIONS LLC**





On consent Plaintiffs Gilead Sciences, Inc., Gilead Sciences Ireland UC, and Gilead Sciences, LLC (together, “Gilead”) and Defendants Dhruv Ralhan and D&K Healthcare Solutions LLC (together, the “Ralhan Defendants”), and pursuant to Fed. R. Civ. P. 54(b), it is hereby ORDERED, ADJUDGED, and DECREED:

1. The Ralhan Defendants, and their employees, officers, directors, predecessors, successors, agents, and assigns, or any other person in active concert and participation with them, are enjoined from importing, purchasing, selling, distributing, marketing, or otherwise using in commerce or commercially dealing in the United States any Gilead Products (as defined below), including authentic products, or assisting, aiding or abetting any other person or business entity in engaging in or performing any of the activities referred to in this paragraph.

2. The Ralhan Defendants may not invest in, control, have any direct ownership interest in, work for, lend money to, or participate in any business that sells, manufactures, or distributes any Gilead Products (as defined below). However, notwithstanding the foregoing, nothing in this Consent Judgment and Permanent Injunction shall prohibit the Ralhan Defendants from owning less than 10% of any publicly-traded company.

3. The “Gilead Products” are defined as all products manufactured by or sold by Gilead or its subsidiaries in the United States, including but not limited to all products bearing anywhere any of the Gilead Marks (as defined below), whether on the product itself or any of its packaging.

4. The Gilead Marks include the following:

Trademark	Registration Number	Registration Date
GILEAD	3251595	June 12, 2007
	2656314	December 3, 2002
GSI	3890252	December 14, 2010
BIKTARVY	5344455	November 28, 2017
DESCOVY	4876632	December 29, 2015
DESCOVY FOR PREP	5912591	November 19, 2019
9883	5467392	May 15, 2018
	5636131	December 25, 2018
	5906177	November 12, 2019
	5030567	August 30, 2016
	5154303	March 7, 2017
TRUVADA	2915213	December 28, 2004
GENVOYA	4797730	August 25, 2015
ATRIPLA	3276743	August 7, 2007
RANEXA	3094007	May 16, 2006
VOSEVI	5259592	August 8, 2017
STRIBILD	4263613	December 25, 2012
	6031751	April 14, 2020
SOVALDI	4468665	January 21, 2014
	5018106	August 9, 2016
7977	4585257	August 12, 2014

5. In addition to other remedies, including damages, for contempt of this Permanent Injunction, in the event of breach or violation of the terms of this Permanent Injunction by the Ralhan Defendants, or their employees, officers, directors, owners, predecessors, successors, agents, and assigns, or any other person in active concert and participation with them, Gilead is entitled to a preliminary and permanent injunction against the breaching conduct solely upon a showing of likelihood of success of establishing that such a breach occurred.

6. If a court of competent jurisdiction finds that any of the Ralhan Defendants have violated the prohibitions of this Consent Judgment and Permanent Injunction, Gilead is entitled at its election to either liquidated damages of one hundred times (100x) the U.S. Wholesale Acquisition Cost (“WAC”) price of the authentic product that the Ralhan Defendants sold (individually, or on their behalf by their principals, agents, attorneys, members, servants, employees, directors, officers, parents, successors, heirs, assigns, executors, representatives, and subsidiaries, or any other persons in active concert or participation with them in violating this Consent Judgment and Permanent Injunction) that violate this Consent Judgment and Permanent Injunction; or to Gilead’s actual, statutory, and punitive damages as may be permitted by law. In any action, regardless of which measure of damages Gilead selects, Gilead shall be entitled to recover its attorneys’ fees and investigatory fees for finding and demonstrating that the Ralhan Defendants have violated this Consent Judgment and Permanent Injunction.

7. This Consent Judgment is entered pursuant to Fed. R. Civ. P. 58, and this action is hereby dismissed with prejudice against the Ralhan Defendants only, without costs or attorneys’ fees, save that this District Court shall retain jurisdiction over this action, including over implementation of, or disputes arising out of, this Consent Judgment or the settlement of this action with regard to the Ralhan Defendants.

8. The Clerk of Court is directed to issue a check or wire transfer made payable to Patterson Belknap Webb & Tyler LLP, as attorneys for Gilead, 1133 Avenue of the Americas, New York, NY 10036, for the entire balance of the funds held by the Clerk of Court in an interest-bearing account pursuant to Dkt. Nos. 183 and 389 (Treasury Receipt No. 4653160889), exclusive of accrued fees required to be retained by Local Civil Rule 67.1, and in any event in an amount no

less than one-million nine-hundred-forty-five-thousand six-hundred-thirteen dollars and thirty-two cents (\$1,945,613.32).

9. The Court's asset freeze order (Dkt No. 168, as modified by Dkt. No. 183) as to the Ralhan Defendants *only* is hereby DISSOLVED, but—unless and until further order of this Court—otherwise remains in effect as to any other parties to which it applies as of the date of this order.

DATED: April 14, 2023

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**IT IS SO ORDERED**

s/Ann M. Donnelly

HON. ANN M. DONNELLY, U.S.D.J.

Dated: April 17, 2023